

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

VICTAULIC COMPANY,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 20-887 (CFC) (JLH)
	)	
ASC ENGINEERED SOLUTIONS, LLC,	)	
	)	
Defendant.	)	
_____	)	
	)	
ASC ENGINEERED SOLUTIONS, LLC,	)	
	)	
Counterclaim-Plaintiff,	)	
	)	
v.	)	
	)	
VICTAULIC COMPANY,	)	
	)	
Counterclaim-Defendant.	)	
_____	)	

**[PLAINTIFF'S PROPOSED] VERDICT FORM**

**Instructions:** When answering the following questions and filling out this Verdict Form, please follow the directions provided throughout the form. Your answer to each question must be unanimous. Please refer to the Jury Instructions for guidance on the law applicable to the subject matter covered by each question.<sup>1</sup>

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<sup>1</sup> The following is subject to separation and revision depending on the Court's resolution of the parties' pending motions, particularly Victaulic's motion for summary judgment (D.I. 193, 197, 201), ASC's motion to exclude certain expert opinions (D.I. 212), ASC's motion for bifurcation (D.I. 258), and the parties' motions *in limine* (Exs. 15-16 to Proposed Joint Pretrial Order). The parties also intend to further narrow the issues to be tried as trial approaches.

## I. FINDINGS ON INFRINGEMENT

**Question 1 (Direct Infringement):** Did Victaulic prove, by a preponderance of the evidence, that ASC’s combination of its SLT products with a second pipe element directly infringes any of the claims of the ’796 Patent listed below?

(“YES” is a finding in favor of Victaulic, and “NO” is a finding in favor of ASC.  
See Jury Instructions Section \_\_)

	<b>YES</b> (for Victaulic)	<b>NO</b> (for ASC)
Claim 1		
Claim 2		
Claim 3		
Claim 4		
Claim 5		
Claim 7		
Claim 9		
Claim 11		
Claim 12		
Claim 13		
Claim 14		
Claim 18		
Claim 19		
Claim 21		
Claim 22		
Claim 23		

	<b>YES</b> (for Victaulic)	<b>NO</b> (for ASC)
Claim 24		
Claim 25		
Claim 28		
Claim 30		
Claim 31		
Claim 33		
Claim 34		
Claim 35		
Claim 41		
Claim 44		

**Question 2 (Induced Infringement):** Did Victaulic prove, by a preponderance of the evidence, that ASC indirectly infringed the '796 Patent by inducing another person or entity to combine its SLT products with a second pipe element in a manner that directly infringes any the claims of the '796 Patent listed below?

(“YES” is a finding in favor of Victaulic, and “NO” is a finding in favor of ASC.  
See Jury Instructions Section \_\_)

	<b>YES</b> (for Victaulic)	<b>NO</b> (for ASC)
Claim 1		
Claim 2		
Claim 3		
Claim 4		
Claim 5		
Claim 7		
Claim 9		
Claim 11		
Claim 12		
Claim 13		
Claim 14		
Claim 18		
Claim 19		
Claim 21		
Claim 22		
Claim 23		

	<b>YES</b> (for Victaulic)	<b>NO</b> (for ASC)
Claim 24		
Claim 25		
Claim 28		
Claim 30		
Claim 31		
Claim 33		
Claim 34		
Claim 35		
Claim 41		
Claim 44		

Continue to the next section.

**Question 3 (Contributory Infringement):** Did Victaulic prove, by a preponderance of the evidence, that ASC’s SLT Products indirectly infringed the ’796 Patent by contributing to another person or entity’s direct infringement of any of the claims of the ’796 Patent listed below?

(“YES” is a finding in favor of Victaulic, and “NO” is a finding in favor of ASC.  
See Jury Instructions Section \_\_)

	<b>YES</b> (for Victaulic)	<b>NO</b> (for ASC)
Claim 1		
Claim 2		
Claim 3		
Claim 4		
Claim 5		
Claim 7		
Claim 9		
Claim 11		
Claim 12		
Claim 13		
Claim 14		
Claim 18		
Claim 19		
Claim 21		
Claim 22		
Claim 23		

	<b>YES</b> (for Victaulic)	<b>NO</b> (for ASC)
Claim 24		
Claim 25		
Claim 28		
Claim 30		
Claim 31		
Claim 33		
Claim 34		
Claim 35		
Claim 41		
Claim 44		

Continue to the next section.



## II. FINDINGS ON CONTRACT ISSUES

**Question 4 (License Defense):** Did ASC prove, by a preponderance of the evidence, that the SLT Products are licensed by the Settlement Agreement?

(“YES” is a finding in favor of ASC, and “NO” is a finding in favor of Victaulic.  
See Jury Instructions Section \_\_)

YES (for ASC)	NO (for Victaulic)

If you answered “No” to Question 4, please skip to Section III. If you answered Yes to Question 4, please continue to Question 5.

**Question 5 (Breach of Contract):** Did ASC prove, by a preponderance of the evidence, that Victaulic breached the Settlement Agreement by suing ASC for infringement by the SLT Products?

(“YES” is a finding in favor of ASC, and “NO” is a finding in favor of Victaulic.  
See Jury Instructions Section \_\_)

<b>YES</b> (for ASC)	<b>NO</b> (for Victaulic)

Please continue to the next section.

### III. FINDINGS ON VALIDITY

**Question 6 (Validity – Indefiniteness):** Did ASC prove, by clear and convincing evidence, that any of the claims of the '796 Patent listed below are invalid for indefiniteness?

(If you find the claim invalid for indefiniteness, answer “YES,” otherwise answer “NO.” “YES” is a finding in favor of ASC, and “NO” is a finding in favor of Victaulic. See Jury Instructions Section \_\_)

	<b>YES</b> (for ASC)	<b>NO</b> (for Victaulic)
Claim 1		
Claim 2		
Claim 3		
Claim 4		
Claim 5		
Claim 7		
Claim 9		
Claim 11		
Claim 12		
Claim 13		
Claim 14		
Claim 18		
Claim 19		
Claim 21		
Claim 22		

	<b>YES</b> (for ASC)	<b>NO</b> (for Victaulic)
Claim 23		
Claim 24		
Claim 25		
Claim 28		
Claim 30		
Claim 31		
Claim 33		
Claim 34		
Claim 35		
Claim 41		
Claim 44		

Continue to the next section.

**Question 7 (Validity – Obviousness):** Did ASC prove, by clear and convincing evidence, that any of the claims of the '796 Patent listed below are invalid for obviousness?

(If you find the claim invalid for obviousness, answer “YES,” otherwise answer “NO.” “YES” is a finding in favor of ASC, and “NO” is a finding in favor of Victaulic. See Jury Instructions Section \_\_)

	<b>YES</b> (for ASC)	<b>NO</b> (for Victaulic)
Claim 1		
Claim 2		
Claim 3		
Claim 4		
Claim 5		
Claim 7		
Claim 9		
Claim 11		
Claim 12		
Claim 13		
Claim 14		
Claim 18		
Claim 19		
Claim 21		
Claim 22		
Claim 23		

	<b>YES</b> (for ASC)	<b>NO</b> (for Victaulic)
Claim 24		
Claim 25		
Claim 28		
Claim 30		
Claim 31		
Claim 33		
Claim 34		
Claim 35		
Claim 41		
Claim 44		

#### IV. FINDINGS ON DAMAGES AND WILLFULNESS

If you found at least one of the claims of the '796 Patent to be valid and infringed, and you answered "No" to question 4, please answer Questions 8 through 10.

Otherwise, skip to the signature page.

**Question 8 (Damages – Lost Profits):** What amount of damages in lost profits, if any, do you determine would compensate Victaulic for ASC's infringement through trial?

(See Jury Instructions Sections \_\_)

\$ \_\_\_\_\_

**Question 9 (Damages – Reasonable Royalty):** For any infringing acts as to which you find Victaulic is not entitled to damages for lost profits, what amount of damages in the form of a reasonable royalty do you determine would compensate Victaulic for ASC's infringement through trial?

(See Jury Instructions Section \_\_)

\$ \_\_\_\_\_

**Question 10 (Willfulness):** Did Victaulic prove by a preponderance of the evidence that ASC's infringement was willful?

(See Jury Instructions Section \_\_)

YES (for Victaulic)	NO (for ASC)

You have now reached the end of the verdict form, and you should review it to ensure that it accurately reflects your unanimous determinations. All jurors should then sign the verdict form in the space below and notify the Court Security Officer that you have reached a verdict. The Foreperson should retain possession of the verdict form and bring it to the courtroom with the jury.

Dated: \_\_\_\_\_

Signed: